

**U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE: SHERONDA TUCKER
AND JIMMY TUCKER**

DEBTORS

**CASE NO. 23-11270-JDW
CHAPTER 13**

RONALD C. ANDERSON,

CREDITOR

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND FOR
ABANDONMENT OF REAL PROPERTY**

Comes now, Ronald C. Anderson (hereinafter referred to as “Anderson”), by and through their attorney of record, and file this Motion for Relief from the Automatic Stay and for Abandonment of Leased Property and in support of his Motion would state and show unto this Court as follows:

1. This Court has jurisdiction of this matter pursuant to *28 U.S.C. §1334* and *§157(b)*.
2. This matter comes before the Court pursuant to *11 U.S.C. §362* and *§554*, and *Rules 4001(a)(1), 9013 and 9014 of the Federal Rules of Bankruptcy Procedure.*
3. Anderson is a creditor of the joint debtors, Sheronda Tucker and Jimmy Tucker, by virtue of *Contract for Lease, Purchase of Real Estate* (the “Contract”) entered into for a property located at 650 West Lake Dr. Holly Springs, Mississippi 38635.
4. Debtor executed a Contract with Anderson August 12, 2017 for a rental amount of \$805.00 per month commencing on September 1, 2017 for 180 months. A copy of that Contract is attached hereto as **Exhibit “A”** and incorporated herein by reference.
5. Debtor has failed to make the complete monthly payments to Anderson since on or about October 1, 2020.

6. The total amount currently owed to Anderson under the Contract is \$33,710.10.

7. Pursuant to *11 U.S.C. §362(d)*, sufficient cause exists for the termination of the automatic stay provisions, including but not limited to lack of adequate protection, lack of equity, and the property is not necessary for an effective reorganization.

8. Pursuant to *11 U.S.C. §554*, sufficient cause exists for the abandonment of the property by the estate as the property is burdensome to the estate and/or is of no or inconsequential value to the estate.

WHEREFORE, PREMISES CONSIDERED, ANDERSON prays that:

1. The Court enter an order terminating the automatic stay provisions of *11 U.S.C. §362* as to Anderson;
2. The Court enter an Order abandoning the Property from the estate to Anderson, along with the proceeds thereof, so as to permit Anderson to proceed with the eviction of the Debtor;
3. That the provisions of *Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure* be waived, and
4. For such other and further relief to which it may be entitled.

Respectfully Submitted,

BRIDGFORTH, BUNTIN & EMERSON, PLLC

By: /s/ Barry W. Bridgforth, Jr.
Barry W. Bridgforth, Jr. (MSB#9797)

/s/Adam Emerson
Adam Emerson (MSB#102258)

Bridgforth, Buntin & Emerson, PLLC
5293 Getwell Road
Southaven, MS 38672
(662) 393-4450

CERTIFICATE OF SERVICE

I, Barry W. Bridgforth, Jr., hereby certify that I have notified the following interested parties of the Motion for Relief from Automatic Stay as reflected on the foregoing notice to all interested parties and the Chapter 13 Trustee by electronic servicing this, the 12th day of May 2023.

- **Robert Hudson Lomenick, Jr.** robert@northmsbankruptcy.com
- **U. S. Trustee** 501 East Court Street, Suite 6-430 Jackson, MS 39201

/s/ Barry W. Bridgforth, Jr.
Barry W. Bridgforth, Jr. (MSB#9797)

/s/Adam Emerson
Adam Emerson (MSB#102258)

Contract For Lease, Purchase Of Real Estate

Date: 8/12/2017

Total Price: \$75,550.00

Amount Of Down Payment: \$550.00

Amount Financed: \$75,000.00

In consideration of the promises contained herein. The undersigned Lessor and undersigned Lessee do agree to lease unto Jimmy & Sherhonda Tucker the property located at 650 Westlake Dr., Holly Springs, MS 38635.

The Lessee is to pay a Down Payment of \$550.00 and \$400.00 for House Ins. at the time of this agreement and a monthly payment of \$ 805.95 to be paid each consecutive Month beginning Sept. 1, 2017. For a period of 180 Months. (15 Years)

The payment is due on the first day of each Month. If the payment has not been received by the 15th of the Month, a late charge of (\$25.00) will be added to the payment. (Total with Late Fee – \$830.95) House Ins. will be paid to Ronald C. Anderson each year in August.

The Lessee AGREES to pay Half the Property Taxes to Ronald C. Anderson each year starting with the 2017 year Taxes. The Taxes are to be paid by March 1, 2018 and there after the Taxes are to be paid by March 1st of that year, until this agreement ends.

The Property will be Quite Deeded over to Lessee at the end of the 10th year if all is in good standing.

If the Lessee DEFAULTS on the agreement. The agreement will become NULL and VOID and there will be NO REFUND. You will vacate the property at the time requested by the Lessor.

LESEE: Sherhonda Tucker Date: 8/12/2017

Sherhonda Tucker (SSN- 4127-55-6724) (Cell-662-216-3178)

LESEE: Jimmy Tucker Date: 8/12/2017

Jimmy Tucker (SSN- 581-55-8849) (Cell-662-306-4004)

Address: 650 Westlake Dr. City: Holly Springs State: MS Zip: 38635

E-mail - Sherhondat@gmail.com

PAYMENTS

(Money Orders Only)

MAILED TO:

LESSOR: Ronald C. Anderson Date: 8/12/2017

Ronald C. Anderson Cell: 901-604-2611

Address: P.O. Box 87 City: Red Banks State: MS Zip: 38661

E-mail - anders6r@aol.com